

Agenda Item # 40

Distribution:
County Board
FAS (2)
Stormwater

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

REGULAR JUNE, A.D., 2008 SESSION

JUNE 10, A.D., 2008

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Planning, Building & Zoning and Financial & Administrative Committees present herewith a Joint Resolution authorizing an emergency appropriation in the amount of \$118,584 in the Stormwater Management Commission budget (Fund 212) with offsetting increase in the revenue budget of \$118,584 to be reimbursed by Illinois Environmental Protection Agency for implementation of stormwater best management practices installation at the Lake County Central Permit Facility.

Respectfully submitted,

Aye Nay

Aye Nay

Chairman

Chairman

Vice-Chairman

Vice-Chairman

Robert [Signature]

Carol Calabrese

Planning, Building, & Zoning Committee

Financial & Administrative Committee

RESOLUTION

WHEREAS, the Stormwater Management Commission has entered into an agreement with the Illinois Environmental Protection Agency to construct stormwater best management practices (BMPs) as part of the Lake County Central Permit Facility; and

WHEREAS, the Stormwater Management Commission will receive \$118,584 from the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act toward the cost of the installation of the BMPs, and this amount is not included in the current year budget.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that an emergency appropriation in the amount of \$118,584 in the Stormwater Management Commission budget is hereby authorized (expense budget account **212-4202120-79950**) for implementation of the stormwater best management practices; and

BE IT FURTHER RESOLVED, that the revenue budget in **212-4202120-45350** shall also be increased by \$118,584 and funds received by the Stormwater Management Commission for the BMP implementation shall be recorded in account **212-4202120-45350**.

DATED, at Waukegan, Lake County, Illinois on this 10th day of June, A.D., 2008.

**INTERGOVERNMENTAL AGREEMENT between the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
and the COUNTY OF LAKE for
ILLINOIS EPA SECTION 319 FUNDING for
WATER QUALITY BEST MANAGEMENT PRACTICES at the
LIBERTYVILLE CENTRAL PERMIT FACILITY**

FAA No. 3190705 LIBERTYVILLE FACILITY BMP DEMONSTRATION PROJECT

The Lake County Stormwater Management Commission (herein called SMC) and the County of Lake (herein called County) (or their successors, agents, assignees or transferees) agree with the terms and conditions of this agreement (Agreement) entered into this ____ day of _____, 2008, which includes the requirements in the Illinois Environmental Protection Agency Agreement No. 3190705 (IEPA Agreement), as referenced herein as Attachment A. Through this Agreement, SMC agrees to provide one hundred eighteen thousand five hundred eighty four dollars (\$118,584) of Illinois EPA Section 319 funds to the County for installation of best management practices (BMPs) to improve water quality. The County shall provide seventy-nine thousand fifty six dollars (\$79,056) of match amount as detailed in the IEPA Agreement, making up no less than forty (40) percent of the total project cost in matching funds of cash, in-kind services or materials.

SCOPE OF WORK & DELIVERABLES

The County agrees to:

- Install the following BMPs to improve the quality of stormwater runoff from the Libertyville facility by removing suspended and soluble nonpoint source pollutants and enhancing habitat and aesthetics.
 - 3 acres of wetland detention with native plants;
 - 180 linear feet of bioswales;
 - 1,395 linear feet of native plant swales; and
 - 0.79 acres of rain garden
- Submit Two (2) copies of the following materials:
 - Design plans which shall be stamped and approved by a registered professional engineer (P.E.);
 - "BMP Application Forms";
 - Pollutant load reduction estimates;
 - Operation and maintenance (O&M) Plan; and
 - Information/Outreach Strategy.

Said materials shall be provided to SMC at least forty-five (45) days prior to the commencement of any construction. SMC & Illinois EPA will review the design plans to ensure that the design conforms with the original intent expressed in the County's grant proposal submitted to and approved by the Illinois EPA. After SMC review, comment and/or request for revisions, final design plans, "BMP Application Forms", pollutant load reduction estimates, O&M sheets and the Information/Education Strategy will be submitted to the Illinois EPA for approval. Illinois EPA must approve all such materials before construction may commence.

- Provide SMC the information required for project evaluation and the interim and final project reports as described in Attachment A including photo documentation.
- Develop and implement an active and passive education program that uses the BMPs installed under this Agreement to provide awareness and promote nonpoint source pollution control to facility visitors.

- Develop an Operation and Maintenance Plan for the project specific to the subject BMPs and provide copies for approval to SMC and Illinois EPA before the construction of said project. O&M plans shall include a description of the methods, schedule/timeline and financial means for carrying out the O&M.

PROJECT SCHEDULE

Project work shall proceed according to the Project Schedule provided in ATTACHMENT A. In addition, the County shall submit final agendas for all workshops, tours, and other special events to SMC and the Illinois EPA at least two weeks prior to the execution of said event.

The County shall complete the implementation of the BMP projects no later than November 30, 2009 and information/outreach activities no later than July 15, 2010.

COMPENSATION

The total project cost, as shown in the project budget in Attachment A, shall be \$197,640 for costs incurred during the completion of tasks included in the SCOPE OF WORK and within the time period outlined in the PROJECT SCHEDULE.

Illinois EPA Section 319 program funding shall reimburse up to 60% of the total project cost, NOT TO EXCEED an amount of \$118,584 for costs incurred during the completion of tasks listed in the SCOPE OF WORK and within the time period outlined in the PROJECT SCHEDULE.

The County shall provide at least 40% of the total project cost, minimum \$79,056, as cash and in-kind cost-share match for costs incurred during the completion of tasks as defined in the SCOPE OF WORK and within the time period as defined in the PROJECT SCHEDULE.

SMC will reimburse the County upon satisfactory progress and submission of written documentation of costs incurred for all eligible expenses consistent with the Estimated Allowable Costs section of Attachment A following their approval by the Illinois EPA. Reimbursement will be provided upon receipt of vouchers or other evidence of expenditure of funds or evidence of in-kind services as agreed upon in the budget submitted in the 319 Grant Proposal, or in a revised budget accepted by all parties to this Agreement. At no point during this Agreement shall the amount reimbursed exceed sixty (60) percent of the documented total incurred eligible costs.

SMC may withhold payment if the County's progress in completing the scope of work does not meet the project schedule, and SMC retains the right to withhold ten (10) percent of the total reimbursable project costs until all project work is completed, submitted and approved by the Illinois EPA.

TERMS & CONDITIONS

The County agrees to:

- Complete all required consultations and secure all necessary permits prior to commencement of construction and provide written documentation of said permits to SMC.
- Submit documentation of all subagreements with contractors, consultants or outside associates to SMC and the Illinois EPA prior to the execution of the subagreement.
- Erect a sign prior to the beginning of construction and leave said sign in place during construction and through the period of the education program after construction is completed for a period as agreed upon by the County and Illinois EPA. The sign shall acknowledge the involvement of Lake County, the Illinois EPA, and the U.S. EPA and identify Section 319 of the Clean Water Act as a funding source for the project. Signage must be consistent with the specifications of the Illinois EPA.

- Maintain BMPS as designed and in accordance with the operation and maintenance procedures and conservation plan, if any, for all BMPs for a period of ten (10) years from the completed installation of said BMPs.
- Take no action to remove, alter or modify the BMPs for a period of ten (10) years after the date of completion of construction of the BMP, unless prior written authorization is obtained from SMC and the Illinois EPA.
- Refund to SMC (or to the Illinois EPA if the Illinois EPA Agreement or its Amendments has expired or been terminated) the entire amount of the 319 Grant if a BMP project is not properly maintained in accordance with this Agreement, or if any unauthorized removal, alteration or modification of a BMP occurs within the ten (10) year period following the project's completion.
- Notify in writing any prospective purchaser or assignee of said property(-ies) herein described, and provide a copy to SMC, of the obligations and responsibilities agreed to by the County before legal or equitable title to any portion of said property is transferred. Written authorization from SMC shall be required, and shall not be unreasonably withheld, as well as execution of a separate agreement with the prospective purchaser or assignee to continue to operate and maintain the BMPs for the remainder of the original ten (10) year O&M period. In the event an agreement cannot be reached with the prospective purchaser or assignee, the undersigned shall refund to SMC or IEPA, the entire amount of the 319 Grant.
- Refund to SMC all 319 Grant funds received under this Agreement (or to the Illinois EPA if the Illinois EPA Grant Agreement or its Amendments has expired or been terminated) in the event that this Agreement is cancelled, or in the event that property subject to this Agreement is transferred without the new party assuming all obligations of said Agreement.
- All adjustments, additions and/or deletions to this Agreement and/or the approved design plans are subject to the written approval of SMC and Illinois EPA.
- This Agreement shall be governed by and construed according to the laws of the State of Illinois and is subject to all applicable State and Federal statutory provisions, State and Federal Grant Regulations and the Conditions/Certifications attached hereto.
- This Agreement includes the IEPA Agreement as Attachment A and supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

COUNTY OF LAKE:

**LAKE COUNTY STORMWATER
MANAGEMENT COMMISSION:**

Suzi Schmidt, County Board Chairman

Michael D. Warner, Executive Director

Date: _____

Date: _____

Willard Hellander, County Clerk

Date: _____

ATTACHMENT A

Financial Assistance Agreement

State of Illinois
Illinois Environmental Protection Agency
Bureau of Water

AGREEMENT PERIOD:

The period of performance covered by this agreement shall be from **The Date of Execution** through August 31, 2010. No services will be paid which are performed prior to or subsequent to this performance period.

Assistance Amount \$118,584.00

Agreement Type 319

Agreement Number 3190705

Recipient Lake County Stormwater Management Commission

Address 333 Peterson Road
Libertyville, Illinois 60048

Telephone (847) 918-5260

FAX (847) 918-9826

Project Scope of Work

LIBERTYVILLE FACILITY BMP DEMONSTRATION PROJECT

Under this Agreement, the Recipient shall complete the following tasks:

BEST MANAGEMENT PRACTICE DESIGN

1. The Recipient shall prepare design specifications (Designs) for the following best management practices (BMP): a 3-acre wetland detention basin, implementation of 180 linear feet of bioswales, 1,395 linear feet of native plant swales and a 0.79 acre raingarden. All BMPs shall be installed at the Lake County Central Permit Facility located in Libertyville, Illinois. All BMPs shall be designed to remove suspended and soluble nonpoint source pollutants, and enhance habitat and aesthetics. The Designs shall include detailed information of each BMP's cost, location, installation and construction methods and the materials required, including plant materials. The Designs shall also include an estimate of pollutant removal efficiency calculated using the Illinois EPA's Estimating Pollutant Load Reductions for Nonpoint Source Pollution Control BMPs workbook. The Designs shall be certified by a professional engineer. The draft Designs and "BMP Application Forms" shall be completed and submitted by the Recipient to the Illinois EPA by February 29, 2008. One (1) paper copy and one (1) electronic copy of the final Designs and "BMP Application Forms" shall be completed and submitted by the Recipient to the Illinois EPA by May 31, 2008.

2. The Recipient shall develop an Operation and Maintenance Plan (O & M Plan) for the BMPs implemented under this Agreement to ensure their long-term viability (at least ten years). The O & M Plan shall identify regular inspection needs and appropriate management activities such as sediment and debris removal, replacement of vegetation and hardware, and chemical treatment. The O & M Plan shall identify responsible parties to carry out inspection and management needs and the financial resources necessary for implementation of the O & M Plan. A draft of the O & M Plan shall be completed and submitted by the Recipient to the Illinois EPA by June 30, 2008. The final O & M Plan shall be completed and submitted by the Recipient to the Illinois EPA by August 31, 2008.
3. The Recipient shall ensure that all permits are secured prior to the implementation of the Designs developed under Item 1 of this Agreement.
4. The Recipient shall implement the Designs developed and approved in accordance with Item 1 of this Agreement. All Design implementation will be completed by November 30, 2009. Photographs with slides, negatives or electronic files documenting Design implementation shall be submitted by the Recipient to the Illinois EPA by December 31, 2009.
5. The Recipient shall post a sign before and during construction of the BMPs, which acknowledges Lake County, Illinois EPA, and U.S. EPA, and identifies Section 319 of the Clean Water Act as a funding source of this project. Signage must be consistent with the specifications of the Illinois EPA. The Recipient shall install the approved sign prior to initiating implementation of the Designs. The sign shall be displayed for a period as agreed upon by the Recipient and Illinois EPA.

INFORMATION AND OUTREACH

6. The Recipient will develop and implement an active and passive education program that uses the BMPs installed under this agreement to promote nonpoint source pollution control awareness to facility visitors. The Recipient shall develop an Information/Outreach Strategy (Strategy) which describes the goals of the information and outreach component of this project. In addition, the Strategy will provide a proposed schedule, outline, and budget for all information and outreach activities to be completed through this project. The Recipient can use tools such as tours and/or planting days, displays, newspaper and newsletter articles, brochures, and website to complete this project component. The draft Strategy will be submitted by the Recipient to the Illinois EPA by June 30, 2008, with the final Strategy submitted by August 31, 2008. No activities related to information and outreach shall be implemented until the final Strategy is approved by Illinois EPA. The Recipient shall submit a final agenda for workshops, tours and other special events to the Illinois EPA at least two weeks prior to the execution of said event. The Recipient shall conduct all community involvement activities by July 15, 2010.

PROJECT EVALUATION AND REPORT

7. The Recipient shall prepare a project report which explains the project goals, and documents the steps taken and results achieved, including but not limited to:
 - the type, units, and locations of all BMPs implemented under this Agreement. The Recipient shall include the final BMP layout, location, drawings, construction

specifications, material list, pollutant load reductions, perceived water quality and secondary benefits and installation costs.

- an evaluation of the project's success, including improvements in water quality, habitat, local economic and/or environmental conditions, and riparian or wetland conditions.
- A description of any outreach or informational activities, including the type of activity, the topics covered and the number of participants.

The Recipient shall submit a draft of this report to the Illinois EPA by March 31, 2010, for review and comment. The Recipient shall submit one electronic copy and at least 5 paper copies of the approved final project report to Illinois EPA by July 31, 2010.

OTHER DIRECT ACTIVITIES

8. The Recipient shall submit written progress reports by the 15th of January, April, July, and October occurring during the Agreement Period, including a summary of project activities and photographs (including slides, negatives and/or digital files) of project implementation.
9. The Illinois EPA will reimburse the Recipient no more frequently than monthly, upon satisfactory progress and submission of an Invoice Reimbursement Documentation Form (IL532 25 23) and written documentation of costs incurred, for all eligible expenses incurred consistent with the Estimated Allowable Project Costs section of this Agreement. At no point during this Agreement shall the amount reimbursed by Illinois EPA exceed sixty (60) percent of the documented total incurred costs eligible under the Estimated Allowable Project Cost Section of this Agreement.
10. The Illinois EPA may withhold payment to the Recipient if the Recipient's progress in completing the scope of work does not meet the project schedule contained in this Agreement. The Illinois EPA retains the right to withhold ten (10) percent of the Assistance Amount, as identified in the Estimated Allowable Project Costs Section of this Agreement, until all products outlined in the Project Scope of Work are submitted and approved by Illinois EPA.
11. The Recipient shall be available for coordination and progress briefings. The dates and locations of these briefings will be specified by the Illinois EPA in consultation with the Recipient.
12. The Recipient and the Illinois EPA retain the right to cite, quote, circulate, and reprint all documents and other materials produced under this Agreement. The Recipient will include in any publications for external general circulation (including brochures, newsletters, and presentation materials) the following phrase: "Funding for this project provided, in part, by the Governor of Illinois and the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act."
13. All products produced and all work performed by the Recipient under this Agreement shall be subject to review and approval by the Illinois EPA to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

14. Notwithstanding the Conditions/Certifications (attached to the original Agreement), portions of the Recipient's work may be performed by subcontractors, outside associates, or consultants. The Recipient will submit documentation of all subagreements to the Illinois EPA prior to the execution of the subagreement.

Project Schedule

<u>Description</u>	<u>Completion Date</u>
BEST MANAGEMENT PRACTICE DESIGNS	
1. Draft Designs & "BMP Application Forms"	February 29, 2008
Final Designs & "BMP Application Forms"	May 31, 2008
BEST MANAGEMENT PRACTICE IMPLEMENTATION	
2. Draft O & M Plan	June 30, 2008
Final O & M Plan	August 31, 2008
4. Complete Installation of Practices	November 30, 2009
Submit Photographic Documentation	December 31, 2009
INFORMATION AND OUTREACH	
6. Draft Information/Outreach Strategy	June 30, 2008
Final Information/Outreach Strategy	August 31, 2008
Conduct all Information/Outreach Activities	July 15, 2010
PROJECT EVALUATION AND REPORT	
7. Project Draft Report	March 31, 2010
Project Final Report	July 31, 2010

Estimated Allowable Project Costs

<u>Project Cost Summary</u>	<u>Total</u>
Other Direct Costs	
BMP Implementation	10,000.00 187,640.00
Outreach and Education	187,640.00 10,000.00
	(MW)
Total	197,640.00

Assistance Amount at	60%	\$118,584.00
Recipient Share at	40%	\$79,056.00

Offer and Acceptance

This Financial Assistance Agreement is subject to all applicable State and Federal statutory provisions, State and Federal Grant Regulations, and the Conditions/Certifications attached hereto.

For the State of Illinois Environmental Protection Agency:

The Director of the Illinois Environmental Protection Agency, in accordance with the authority given in the Environmental Protection Act, and in appropriation by the General Assembly made pursuant thereby, hereby offers financial assistance to the Recipient, up to and not exceeding the specified amount, for the support of the efforts contained in the Project Description.

Director Douglas P. Scott
(Douglas P. Scott)

By Lisa Bonnett

Printed Name Lisa Bonnett

Title Acting Deputy Director

Date 3/17/08

On behalf of the Recipient:

I, the undersigned, being duly authorized to take such actions do hereby accept this offer and agree to all terms and conditions including the Conditions/Certifications attached hereto.

Recipient LAKE COUNTY STORMWATER MANAGEMENT COMMISSION

Signature Michael Warner

By [Signature]

Printed Name MICHAEL WARNER

Title EXECUTIVE DIRECTOR

Date 5/2/08

For the State of Illinois Environmental Protection Agency:

Therefore, the State of Illinois executes this Agreement this ____ day of _____, 2008.